DECLARATION OF
RESTRICTIONS, CONDITIONS AND COVENANTS
APPLICABLE TO THE MEADOWS SUBDIVISION

This Declaration of Restrictions, Conditions and Covenants is applicable to THE MEADOWS SUBDIVISION, located in the City of Newberg, Yamhill County, State of Oregon.

WHEREAS, NSF Development, Inc., an Oregon Corporation, hereinafter referred to as Declarant, is the owner of certain real property located in the State of Oregon, known as THE MEADOWS SUBDIVISION, a duly recorded plat;

WHEREAS, the Declarant is desirous to declare of public record its intentions to create certain restrictive conditions and covenants to this ownership of said property.

NOW, THEREFORE, the Declarant does hereby certify and declares that the following restrictions, conditions, and covenants shall become and are hereby made a part of all conveyances of lots within the plat of THE MEADOWS recorded on 11/07/93, 1993, as Recorder's Fee No. 036291/00 of the Plat Records of Yamhill County, Oregon, and that the following restrictions, conditions and covenants shall by reference become a part of any such conveyances and shall apply thereto as fully and with the same effect as if set forth at large therein.

ARTICLE I
Property Subject to these Covenants

(1) Initial Development

Declarant hereby declares that all of the real property described above is held and shall be held, conveyed, hypothecated, encumbered, used, occupied, and improved, subject to these covenants shall constitute THE MEADOWS SUBDIVISION.

ARTICLE II
Residential Covenants

(1) Land Use and Building Type

No lot shall be used except for residential purposes as a single-family dwelling. No building shall be erected, altered, placed or permitted to remain on any lot other than one single dwelling not to exceed two and one-half (2 1/2) stories in height and a private garage for not less than two (2) cars. The foregoing provisions shall not exclude the construction of a private greenhouse, storage shed, private swimming pool, or a shelter or port for the protection of such swimming pool or for the storage of a boat, and/or camping trailer or mobile home kept for personal
use, provided the location of such structures is in conformity with
the applicable municipal regulations, and is compatible in design
and decoration with the residence constructed on such lot, and
placed on such lots as provided herein at subparagraph five (5).

The provisions of this section shall not be deemed to prohibit
the right of any homebuilder to construct residences on any lot, to
store construction materials and equipment on said lots in the
normal course of construction, and to use a single family
residence(s) as a sale office, model home, or construction office
for the purposes of home sales and house construction in THE
MEADOWS.

(2) Dwelling Size

Except as hereinafter provided, the ground floor area of the
main structure, exclusive of one-story open porches and garages,
shall not be less than 1200 square feet for one-story dwelling, nor
shall the ground floor level be less than 700 square feet for a
two-story dwelling. The total living levels of multi-level
dwellings shall not be less than a total of 1600 square feet.

Declarant reserves the right to permit exceptions to this
dwelling size requirement in selected locations. The Declarant may
permit size exceptions where architectural design enhancements
provide an overall appearance and value in conformance with the
balance of the property. Such exceptions shall be made at the sole
discretion of the Declarant. In no instance shall exceptions as
may hereunder be granted, exceed a total of one-half (1/2) of the
total lots in THE MEADOWS.

(3) Easements

Easements for the installation and maintenance of utilities,
and drainage facilities are reserved as shown on the recorded plat
and over the rear five (5) feet, and the side five (5) feet, and
the front five (5) feet of each lot. Within these easements, no
permanent structure, planting, fencing, or other materials shall be
placed or permitted to remain which may damage or interfere with
the installation and maintenance of utilities, or drainage channels
in the easements or which may obstruct or retard the flow of water
through the drainage channels in the easements. The easement area
of each lot and all improvements in it shall be maintained
continuously by the Owner of the lot except for those improvements
for which a public authority or utility company is responsible.

(4) Nuisances

No obnoxious or offensive activity shall be carried on upon
any lot; nor shall anything be done thereon which may be or may
become an annoyance or nuisance to the neighborhood.

(5) Parking

Parking of boats, trailers, motorcycles, trucks, truck-campers, motorhomes, and like equipment shall not be allowed on any part of said property nor on public ways adjacent thereto excepting only within the confines of an enclosed garage, storage port, or behind a screening fence or shrubbery which shall in no event project beyond the front walls of any dwelling or garage.

(6) Vehicles in Disrepair

No owner shall permit any vehicle which is inoperable to remain parked upon any lot or on any open space or on any street for a period in excess of forty-eight (48) hours.

(7) Fences

No fence, either sight nor non-sight obscuring, in excess of three (3) feet in height may be located between the building line and the front yard sidewalk, and in the case of a corner lot, the building line and the sidewalk abutting the side yard. The exception to the above is the brick entrance wall and the fencing located on the easterly lot lines of Lots 1, 2, 3, 4, and 5, the southerly lot line of Lot 1. The maximum height of fence located on the remainder of those lots shall be six (6) feet. All fences as may herein be constructed shall be well constructed of suitable natural fencing materials and shall be subject to the approval of the Declarant.

Lots 1, 2, 3, and 4, shall be required to have a non-access privacy fence installed on the easterly lot line adjoining College Avenue. Said fence shall be a minimum of five (5) feet high, and be constructed prior to occupancy of residence of that particular lot. The developer shall have the right to access above referenced fence for maintenance purposes and shall be entitled to maintain the fence at his sole discretion. There shall be no obligation on the part of the developer to maintain the fence and shrubbery along College Avenue.

(8) Signs

No signs shall be erected on any lot except that not more than one "For Sale" sign placed by owner, the Declarant, or by a licensed real estate agent, not exceeding twenty-four (24) inches high and thirty-six (36) inches long, may be temporarily displayed on any lot. This restriction shall not prohibit the temporary placement of the "political" signs on any lot by the Owner, or the placement of professional signs by the Developer or Declarant,
which must comply with the City of Newberg sign ordinances. The Declarant may maintain "For Sale" sign(s) for purposes of marketing the subdivision that are excluded from the restrictions above.

(9) Temporary Structures

No structure of a temporary character, trailer, tent, shack, garage, barn, or other outbuilding shall be used on any lot, at any time, as a residence whether temporarily or permanently. Declarant may locate a temporary construction office while subdivision and homes are being constructed.

(10) Livestock and Poultry

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot except that dogs, cats, or other normal household pets may be kept provided they are not kept, bred, or maintained for any commercial purposes. All household pets shall be confined to the lot, shall not be permitted to be a nuisance to other neighbors, and shall be otherwise kept and maintained according to City of Newberg ordinances.

(11) Garbage and Refuse Disposal

No lot or open space shall be used or maintained as a dumping ground for trash or rubbish. Trash, garbage, or other waste shall be kept in sanitary containers and out of public view. All containers or other equipment for the storage of disposal of such materials shall be kept in a clean and sanitary condition.

(12) Utilities

All plumbing facilities shall comply with the requirements of the Plumbing Code of the City of Newberg and the County of Yamhill. No outdoor overhead wire or service drop for the distribution of electric energy or for telecommunication purposes, nor any pole, tower, or any other structure; supporting said outdoor overhead wires shall be erected, placed, or maintained within THE MEADOWS SUBDIVISION. All owners of lots shall use underground service wires to connect their premises and the structures built thereon to the underground electric, telephone, and TV cable utility facilities provided.

(13) Completion

Construction of any dwelling shall be completed, including exterior decoration, within six (6) months from date of the start
of construction. All lots, at all times, shall be kept in a neat and orderly condition free of brush, vines, weeds, debris, and the grass therein cut or mowed at sufficient intervals to prevent creation of a nuisance or fire hazard.

All contractors and builders shall keep their job site orderly and in clean condition and shall periodically during the course of construction remove all construction waste materials. In the event of hardship due to weather conditions, this provision may be extended for a reasonable length of time upon written approval from Declarant.

(14) Business and Commercial Uses

Except as herein provided, no trade, craft, business, profession, commercial, or similar activity of any kind shall be conducted on any lot, nor shall any goods, equipment, vehicles, materials, or supplies used in connection with any trade, service or business be kept or stored on any lot, excepting the right of any home-builder and the Declarant, or Declarant's affiliates, to construct residence on any lot, to store construction equipment and materials on said lots in the normal course of said construction or model home for the purposes of sales in THE MEADOWS.

(15) Landscape Completion

All front yard landscaping must be completed within six (6) months from the date of the first occupancy of the residence constructed thereon. The Declarant, at his sole option and discretion, may require the contractor or builder of any residence on any lot to complete the front yard landscaping as part of their construction of the home. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable length of time upon written approval by the Declarant.

(16) Antennas and Service Facilities

Exterior antennas, satellite dishes, and other such structures shall not be permitted to be placed on the lot or upon the roof of any structure on any lot so as to be visible from the street or adjoinning lots. Clothes lines and other service facilities shall be screened so as not to be viewed from the street.

(17) Exterior Materials and Finishes

Each dwelling shall be constructed with a minimum square footage per Article II, fully finished, excluding non-habitable appurtenances such as garages or enclosed porches. Each dwelling shall be constructed using siding other than "T1-11 or equivalent" on those walls facing streets. Side walls and rear walls may be
single wall construction where they do not face a street. Lots 1 thru 5 will not be required to have double wall construction on the walls facing College Avenue. Roofing material shall be either cedar shingle or shake, concrete or clay tile or asphalt composition. If asphalt composition shingles are used they must be a "dimensional type" shingle. Windows will be either bronze tone, white or colored vinyl, aluminum, or wood; no mill grade aluminum will be permitted. Declarant shall approve all plans and specifications including materials, colors, and finishes prior to start of construction.

Exterior colors for each dwelling constructed will be solid or semi-transparent stain or paint. Trim colors may be solid stain or paint in complimentary color tones. Written approval is required from the Declarant prior to applying exterior colors. Any repainting of homes shall be done in accordance with the requirements of the original painting.

Each dwelling shall also comply with the design review standards as required by the City of Newberg and each plan shall be reviewed and approved by same prior to the issuance of a building permit.

The location, color, size, design, lettering, and other particulars of mail or paper delivery boxes shall be subject to the approval of the Declarant and the City of Newberg and the US Postmaster.

(18) Entrance Walls and Fencing

NSP Development, Inc., the Developers of THE MEADOWS SUBDIVISION, are proposing to construct a fence and brick entrance wall along College Avenue on the easterly lot lines of Lots 1 thru 5, inclusively and along the southerly lot line of Lot 1. This fence and landscaping is intended to provide an attractive entry and to enhance the entire subdivision.

The Architectural Approval Committee, established herein, shall, at the request of any owner of any lot in THE MEADOWS SUBDIVISION, or at the request of the Building Department of the City of Newberg or its successor authority, review the condition of the fence and/or landscaping and assess any need for maintenance or repairs. In the event that the Committee deems necessary any maintenance or repairs they shall have the authority to authorize the work to be done. This shall include but not be limited to the ongoing utilities providing water and lighting for the landscaping and entry. The costs of any such repairs or maintenance authorized by the Committee are to be allocated and borne equally by the owner of each lot in the subdivision according to the rules and procedures established by the lot owners that comprise the
(19) **Private Storm Sewers**

Lots 7, 8, 9, 16, 17, and 18, have access to a storm sewer line running along the above rear property lines. This private storm line shall be to provide drainage for roof and underfloor drains. The owners of the above lots shall be solely responsible for maintaining the line and keeping it in good working condition. The City of Newberg shall only be responsible for maintenance of the storm drainage system that is in public right of way. Repairs of the private lines shall be shared equally by those lots using that particular line. If damage or stoppage occurs due to action by a certain lot owner then that owner shall be solely responsible to repair any damage at their own expense.

**ARTICLE III**

**Architectural Approvals**

(1) **Procedures**

No fence, retaining wall, building or any other structure shall be erected, placed or altered on any lot until the construction plans and specifications and a plot plan showing the location of the structure shall have been approved by the Declarant. The Declarant shall consider the quality of specified material, harmony with the existing and planned structures and location with respect to topography and finished grade elevation of the lot and of the other lots in the subdivision. The Declarant may designate a representative to act on his behalf. When the Declarant has disposed of all their lots, or at any earlier date chosen by the Declarant, they shall select three (3) lot owners to act as the Architectural Control Committee. Thereafter, the Committee may adopt its own rules relating to term of office, filling vacancies, elections, and procedures.

In the event the Declarant fails to approve, or disapprove within thirty (30) days after plans and specifications have been submitted to him, or in any event, if no suit to enjoin construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

(2) **Action**

The Declarant may render its decisions only by written instrument setting forth the action taken by the Declarant.
(3) **Approval of Plans by Declarant**

No building or structure, including but not limited to swimming pools, private greenhouses, storage sheds, boat or trailer storage, fences, and animal runs shall not be commenced, erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the nature, shape, height, materials, and colors together with detailed plans showing the proposed location of the same on the particular building site and location of any trees with a diameter of six (6) inches or greater at the base that would be removed, have been submitted to and approved in writing by the Declarant. All plans and specifications for approval by the Declarant must be submitted at least ten (10) days prior to application for a building permit.

(4) **Nonwaiver**

Consent by the Declarant to any matter proposed to it and within its jurisdiction under these covenants shall not be deemed to constitute a precedent or waiver impairing its rights to withhold approvals as to any similar matter thereafter proposed or submitted to it for consent.

(5) **Liability**

Neither the Declarant nor any appointee thereof shall be liable to any owner, occupant, builder, or others for any damage, loss or prejudice suffered or claimed on account of any action or failure to act by the Declarant or its assigns provided only that the Declarant has, in accordance with the actual knowledge possessed by him/her, acted in good faith.
ARTICLE IV  
General Provisions

(1) Term

These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them until amended or revoked in the manner provided herein. These Covenants can be terminated and revoked or amended only by duly recording instrument which contains an agreement providing for termination and revocation or amendment and which is signed by the owners of a majority of the platted lots. So long as Declarant owns any property within the plat, any change or amendment must first have prior approval of the Declarant.

(2) Enforcement

Should any person violate or attempt to violate any of the provisions of these covenants, any person or persons owning any real property embraced within the plat, including the Declarant, at its or their option shall have full power and authority to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any of said Covenants, either to prevent the doing of such, or to recover damages sustained by reason of such violation. Failure by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

(3) Expenses and Attorney's Fees

In the event any person or persons owning any real property embraced within the plat of THE MEADOWS SUBDIVISION, including the Declarant, shall bring any suit or action to enforce these covenants, the prevailing party shall be entitled to recover all costs and expenses incurred by him in connection with such suit or action, including such amounts as the court may determine to be reasonable attorney's fees at trial and upon any appeal thereof.

(4) Reversibility

Invalidation of any one of these Covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

(5) Limitation of Liability of Declarant

Neither Declarant or any officer or director thereof, shall be liable to any owner, occupant, or builder on account of any action or failure to act by or of Declarant in performing its duties or rights hereunder, provided that Declarant has, in accordance with actual knowledge possessed by it, acted in good faith.
The Meadows
Restrictions, Conditions, and Covenants
Page 10

IN WITNESS WHEREOF, the undersigned being Declarant herein,
has hereunto set its hand this the 24th day of November, 1993.

NSP Development, Inc.

By: NSP Development, Inc.,
an Oregon Corporation,
A. Paul Brenneke, President

STATE OF OREGON

County of Yamhill

On this 24th day of November, 1993, before
me appeared A. Paul Brenneke being to me personally known, who
being duly sworn, did say that he is the President of NSP
Development, Inc., an Oregon Corporation, and that the seal affixed
to said instrument is the corporate seal of said Corporation and
that the said instrument was signed and sealed in behalf of said
Corporation by the authority of its Board of Directors, and
acknowledged said instrument to be the free act and deed of said
Corporation.

IN TESTIMONY WHEREOF, I have hereunto set
my hand and affixed my official seal the
day and year last above written.

[Signature]
Notary Public for Oregon

My Commission expires 3.12.77

ref: The Meadows Subdivision
Restrictions, Conditions, and Covenants
THE MEADOWS
LOCATED IN THE JAMES MORRIS DONATION LAND CLAIM, NO. 46
IN THE SOUTHEAST QUARTER OF SECTION 7,
TOWNSHIP 5 SOUTH, RANGE 2 WEST, WILLAMETTE MERIDIAN
CITY OF NEWBERG, YAMHILL COUNTY, OREGON

JANUARY 18, 1993
JOB NO. 92-100

APPROVALS
APPROVED THIS 15TH DAY OF NOVEMBER, 1993
BY THE YAMHILL COUNTY SURVEYOR

APPROVED THIS 9TH DAY OF DECEMBER, 1993
BY THE MAYOR

APPROVED THIS 15TH DAY OF DECEMBER, 1993
BY THE CITY COUNCIL

SURVEYED BY:
BURLINGTON ENGINEERING & SURVEYING
11945 S.W. PACIFIC HIGHWAY #302
TIGARD, OREGON 97223
(503) 639-5115

NARRATIVE
THE PURPOSE OF THIS SURVEY IS TO SUBDIVIDE A PORTION OF THAT TRACT OF LAND DESCRIBED IN "IN THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 5 SOUTH, RANGE 2 WEST, WILLAMETTE MERIDIAN, CITY OF NEWBERG, YAMHILL COUNTY, OREGON" IN SURVEY NUMBER CSP 9668 AND SAID SURVEY IS THE BASIS OF BEARING FOR THIS PLAT.

CURVE TABLE

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STATE OF OREGON
COUNTY OF YAMHILL

I, YAMHILL COUNTY CLERK AND RECORDER, DO HEREBY CERTIFY THAT THE ABOVE CURVE TABLE IS CORRECTLY TYPED AND INCLUDED ON THE PLAT OF MEADOWS TAX MAP INDICATED.

YAMHILL COUNTY CLERK & RECORDER

Pursuant to ORS 92-065, takes have been recorded in Volume 86, Page 1529.

By: R. M. Haugen

YAMHILL COUNTY TAX COLLECTOR

SHEET 1 OF 2